

EDGEFIELD COUNTY, SOUTH CAROLINA  
REQUEST FOR PROPOSAL  
**DETENTION CENTER HEAT PUMPS/ERV**

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UPON EXECUTION OF THIS DOCUMENT, EXCEPTIONS, ADDITIONS, SPECIAL

TERMS AND CONDITIONS SHALL CONSTITUTE A BINDING CONTRACT.

PLEASE READ “GENERAL INSTRUCTIONS TO BIDDERS” AND

“INSTRUCTIONS TO BIDDERS” VERY THOROUGHLY.

BIDDERS ARE REQUIRED TO INCLUDE INFORMATION ON PAST PROJECTS SIMILAR IN SIZE AND SCOPE. INFORMATION SHOULD INCLUDE CONTACT PERSON’S NAME AND ACTIVE PHONE NUMBERS.

EDGEFIELD COUNTY, SOUTH CAROLINA  
REQUEST FOR PROPOSAL

DATE: **June 18, 2010**

**NOTICE TO BID**

Sealed bids for furnishing:

**DETENTION CENTER HEAT PUMPS/ERV**

Subject to the conditions and provisions set forth in the attached, bids (**2 copies**) will be received at this office until **2:00 PM on July 7, 2010**, then publicly opened. The commodities and/or services must be furnished as described and specified in this package. Edgefield County reserves the right to reject any or all bids. Successful bidder will be required to have proof of insurance and a performance/payment bond. Successful bidder must be willing to certify that they do not employ any unauthorized aliens.

**This project consists of replacing 5 roof top heat pumps on the detention center with 5 new heat pumps equipped with energy recovery ventilators. Bidders are required to attend a pre-bid viewing of the detention center on June 29, 2010 at 2:00 p.m.**

PROPOSALS will be opened in the BUILDING & PLANNING OFFICE, 211 Norris Street, Edgefield, South Carolina.

Please address mailed bids to:

Edgefield County Building & Planning  
211 Norris Street  
Edgefield, South Carolina 29824

Envelopes should be conspicuously marked in the lower left hand corner:

RFP No. ECDC-010  
**DETENTION CENTER HEAT PUMPS/ERV**

**REQUEST FOR PROPOSAL FORM**

EDGEFIELD COUNTY  
BUILDING & PLANNING  
211 NORRIS ST.  
EDGEFIELD, SC 29824

DATE: \_\_\_\_\_

BIDDING ORGANIZATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above submits herewith our Bid and/or Quotation in response to bid/quote request number shown above and in compliance with the description and/or specifications within and attached hereto for:

**DETENTION CENTER HEAT PUMPS/ERV**

SIGNATURE OF BIDDER'S REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Please print)

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BID PRICE: \_\_\_\_\_

NUMBER OF ATTACHMENTS: \_\_\_\_\_

## **GENERAL INSTRUCTIONS TO BIDDERS**

Unless otherwise stated, the following General Instructions will apply.

### **I. BID OPENING AND AWARD:**

Bid proposals will be examined promptly after opening and each bid will be announced to all participating. It is not a practice to award any bid until the County Administrator, the interested Division/Department Head, and in most cases the County Council have had ample time to review each Bid Proposal. Award will be made, however, at the earliest possible date. No Bid Proposal(s) may be withdrawn for a period of thirty (30) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will **NOT** be considered.

### **II. TAXES:**

The County pays South Carolina State Sales Taxes. The County is exempt from Federal Excise Taxes and will issue exemption certificates when requested. All applicable taxes should be shown as separate line items on the bid form.

### **III. BASIS OF BID AWARD:**

Contractor will be selected on the basis of their conformance to the bid, meeting the Specifications, Contractor's competitive bid price, and consideration given to the following:

- (a) Superior quality and specification adherence
- (b) Adequate maintenance and service
- (c) Delivery date and/or completion time
- (d) Company's reputation and financial status
- (e) Past experience and cost with similar or like equipment or service
- (f) Anticipated future cost and experience
- (g) Performance of bidder's equipment in hands of other agencies, plants and firms

### **IV. GUARANTEE WITH BID AND WARRANTIES:**

To protect the interest of the County, the Bidder guarantees that the equipment offered is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

Bidder shall provide attached information on their product and service warranties.

#### V. USE OF BRAND NAMES

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment desired.

#### VI. USE OF BRAND NAMES IN BID

If the article bid upon has a trade or brand name, show name in the bid.

#### VII. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from this specification MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name should be clearly shown on each document.

The specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid.

#### VIII. SPECIFICATION CHANGES AFTER BID AWARD:

Any changes in specifications after the Purchase Order/Contract has been awarded, must be with written consent of the Building & Planning Department, otherwise, the responsibility for such changes shall be with the vendor.

#### IX. BROCHURES:

Bid Proposals shall include adequate brochures, latest printed specifications and advertising literature describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-to item basis where applicable.

#### X. SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS:

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XI. BID CHANGES:

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XII. DELIVERY LOCATION:

EDGEFIELD COUNTY  
210 PENN STREET  
EDGEFIELD, SOUTH CAROLINA 29824

XIII. TIED BIDS:

In the case of tied bids, the County reserves the right to make the award based on factors outlined in this bid package in what is considered to be in the best interest of the County.

XIV. INFORMATION:

Any questions or inquiry concerning this bid or the equipment this bid represents by any company or company representative must be **faxed** to the attention of:

MIKE REED, Building & Planning Director  
211 Norris Street  
Edgefield, South Carolina 29824  
Phone: (803) 637-4073  
Fax: (803) 637-4088

XV. OTHER CHARGES:

Bid prices shall include as separate line items all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XVI. INSPECTION AND ACCEPTANCE:

Inspection and acceptance shall be conducted by the persons named below:

NAME/TITLE

MR. ALTON BROWN, COUNTY ADMINISTRATOR  
MR. MIKE REED, BUILDING & PLANNING DIRECTOR

After delivery to the county, a careful inventory will be made by the designated personnel. They will have the absolute authority to accept or reject the item(s) for the county.

**XVII. INVOICE(S), CERTIFICATES OF ORIGIN AND WARRANTIES AND GUARANTEES:**

Invoice(s), certificates of origin and warranties and guarantees must be submitted at the time of delivery of the item(s).

The right is reserved to reject any and all bids, or to accept that deemed most advantageous to this office for value received.

**XVIII. PAY SCHEDULE:**

Payment for the project shall be at completion. Prior to final payment contractor shall provide proof that materials used on project are paid for and any subcontractors who worked on project are also paid. Any changes arrangements to this payment procedure must be addressed in the bid submittal ON AN ATTACHED SHEET. In most cases Edgefield County will issue payment checks within 21 days of being invoiced.

**SPECIAL INSTRUCTIONS TO BIDDER**

In the event that any supplier should wish to submit a proposal but finds it impossible to comply with all the specifications set forth, their proposal will be received provided the following is adhered to:

Any exceptions, substitutions, deletions or any deviations from these specifications shall be explained in detail on a separate page entitled "Exceptions". Bidder must show proof that any exception is equal or superior to those specified. Failure to conform to the above requirement shall be cause for rejection of proposal. Bidder must submit detailed specifications with the proposal and drawings of each exception.

**I. SILENCE OF SPECIFICATIONS:**

The apparent silence of this specification and any supplemental specification as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

Edgefield County reserves the right to waive technicalities and reject any or all bids.

**II. LICENSES, PERMITS, AND INSURANCES:**

Contractor is responsible to have and obtain all needed licenses, permits, and insurances for project. Including but not limited to workman's compensation and general liability.

III. FEDERAL GRANT REQUIREMENTS:

Requirements for Equal Employment Opportunity and Minority Business Enterprises are applicable to this contract.

Selected contractor is required to comply with the Davis-Bacon Act.

Selected contractor is required to comply with the Buy American Provisions of the EERE American Recovery and Reinvestment Act of 2009.

The Recipient shall procure goods and services in accordance with its internally approved procurement policies and guidelines, provided that the procurements conform to applicable Federal law and the standards contained in 10 CFR 600.236, paragraphs (b) through (i). Contracts for project work must contain provisions specified in paragraph (i):

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.



(11) Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, 89 Stat. 871).

### **MINIMUM SPECIFICATIONS**

#### **I. APPLICABLE BUILDING CODES:**

All work performed shall comply with the current building codes mandated by the State of South Carolina. All work shall also comply with any and all South Carolina modifications to said codes. Mandatory Building Codes adopted for current use in South Carolina and which must be enforced by local jurisdictions include the:

2006 International Building Code with SC modifications;  
2006 International Residential Code with SC modifications;  
2006 International Fire Code with SC modifications;  
2006 International Plumbing Code;  
2006 International Mechanical Code;  
2006 International Energy Conservation Code;  
2006 International Fuel Gas Code with SC modifications; and,  
2008 National Electrical Code.

#### **II. BUILDING CODE REFERENCED CODES AND STANDARDS:**

All work performed and material supplied shall comply with all trade and material codes and standards referenced in the above mentioned building codes.

#### **III. STATE, LOCAL, AND MUNICIPAL CODES:**

All work performed shall comply with any applicable state, local, and or municipal codes.

#### **IV. SOUTH CAROLINA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION:**

Contractors are responsible to perform their work and keep their work area safe and abide by the South Carolina Occupational Safety and Health Administration guidelines and regulations. Contractor is responsible for furnishing and placement of safety barricades during project. Contractor is also responsible to keep the public at a safe distance during project.

V. FINAL CLEAN UP:

Contractor shall clean site of all waste including nails, shingles, broken glass, etc..

VI. TIME OF COMPLETION:

All work shall be completed no later than 30 days after awarding of contract. A work schedule will be agreed on at time of awarding of contract.

VII. SCOPE OF WORK:

Replace (5) five 3 ton roof top heat pumps with (4) new 3 ton and (1) 4 ton Carrier 50HJQ WEATHERMASTER, single package rooftop, heat pumps.

Contractor shall include on the (5) heat pumps a Carrier 62AQ ENERGY\$RECYCLER on each of the units.

Contractor will move the old heat pumps to a county storage yard.

VIII. ATTACHMENTS: